

## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE effective December \_\_\_\_\_, 2017 is entered into between ARISTEO BLAS-LOPEZ, ANTONIO DE JESUS CHAVEZ-RESENDIZ, PAS VARGAS-GONZALEZ, MIGUEL ANGEL ROJO-TREJO, EMILIANO JUAREZ-TREJO, JAIRO PEREZ-GONZALEZ, and PEDRO MARTINEZ-GONZALEZ (collectively "Plaintiffs"), and POLTER BERRY FARM, INC., DAN L. POLTER, CAROL POLTER, STEVE POLTER, ANTHONY POLTER and PEDRO LOPEZ (collectively "Defendants") (collectively all referred to as "Parties").

### RECITALS

A. On October 4, 2017, the Plaintiffs filed a lawsuit against Defendants in the United States District Court for the Northern District of Ohio, Civil Action No. 3:17-CV-02084-JJH (the "Lawsuit"). Defendants deny the allegations in the Lawsuit, but nonetheless, the Parties now desire to resolve the Lawsuit on the following terms:

### PAYMENTS TO PLAINTIFFS

B. Within fourteen (14) days of approval of this Settlement Agreement and Release by Court in the Lawsuit, Defendants shall:

- Pay to Plaintiff Aristeo Blas-Lopez the amount of Five Thousand Dollars (\$5,000.00);
- Pay to Plaintiff Antonio De Jesus Chavez-Resendiz the amount of Five Hundred Dollars (\$500.00);
- Pay to Plaintiff Miguel Angel Rojo-Trejo the amount of Five Hundred Dollars (\$500.00);
- Pay to Emiliano Juarez-Trejo the amount of Five Hundred Dollars (\$500.00);
- Pay to Pas Vargas-Gonzalez the amount of Five Hundred Dollars (\$500.00);
- Pay to Pedro Martinez-Gonzalez the amount of Fifty Dollars (\$50.00);
- Pay to Jairo Perez-Gonzalez the amount of Fifty Dollars (\$50.00);
- Pay to Plaintiffs' attorneys Robert J. Willis and Steven B. Johnston the amount of Seventy-five Hundred Dollars (\$7,500.00) for attorney fees to be apportioned as follows – Five thousand eight hundred and eighty-five dollars (\$5,385.00) to the

Law Office of Robert J. Willis, P.A. and One thousand six hundred and fifteen dollars (\$1,615.00); and

- Pay to Plaintiffs' attorneys the Law Office of Robert J. Willis, P.A. the amount of Six Hundred Seventy-two Dollars and 55 cents (\$672.55) for out-of-pocket expenses.

### **RELEASE AND DISMISSAL**

C. Within fourteen (14) days of Defendants making the above-referenced payments (collectively totaling \$15,275.55), Plaintiffs shall ensure effectuation of a dismissal of the Lawsuit with prejudice as contemplated within the Parties' Joint Motion for Approval of Settlement Agreement.

D. As part of the consideration for this Settlement Agreement, Defendants – without admitting liability for any alleged past violations – represent that they will not engage in any violation of 20 CFR §655.135(h) and/or 29 USC §215(a)(3) in connection with the recruitment, hiring and/or employment of Plaintiffs or any other worker employed by Defendant Polter Berry Farm, Inc. and/or its authorized agents for the 2018 agricultural season in Ohio with an H-2A visa issued or other similar temporary non-immigrant visa to work in agricultural work in Ohio.

E. Also as part of the consideration for this Settlement Agreement, Defendants – without admitting any liability for past conduct – represent that Defendant Pedro Lopez will not have the same role that he has had in the past with respect to recruiting, hiring and/or selection of Mexican Nationals to work for Polter Berry Farm, Inc. as H-2A workers. Defendant Pedro Lopez will not be responsible for any recruiting or hiring decisions on behalf of Polter Berry Farm, Inc.

F. In consideration of the foregoing Recitals as well as the payments from Defendants identified above, Plaintiffs, and each of them, hereby release and forever discharge Defendants, and each of them, from any and all claims, demands, controversies, actions, causes of action, obligations, liabilities, losses, penalties, costs, expenses, attorney fees, and damages or equitable relief of whatever character, nature or kind, in law or equity, under statute or regulation (including specifically but not limited to the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621, et seq.), or common law, whether asserted or unasserted, known or unknown, which Plaintiffs have ever had or claim to have had which arise from or are related to Plaintiffs' employment by Defendants through the date of this Settlement Agreement and Release.

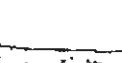
G. The Parties warrant that they understand and agree to the provisions of this Settlement Agreement and Release and that each has had an opportunity to consult with legal counsel before entering into this Settlement Agreement and Release. Plaintiffs acknowledge and agree that they have had at least 21 days in which to consider this Settlement Agreement and

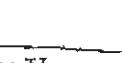
Release, if at it shall not become effective until 8 days after its execution, and that they may revoke this Settlement Agreement within that 8-day period.

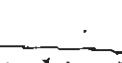
H. The Parties enter into this Settlement Agreement and Release voluntarily with intent to be legally bound.

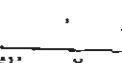
PLAINTIFFS:

  
Signature of Aristeo Blas-Lopez

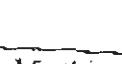
  
Signature of Antonio De Jesus Chaves-Resendiz

  
Signature of Paz Vargas-Gonzalez

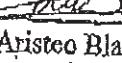
  
Signature of Miguel Angel Rojo-Trejo

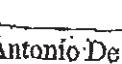
  
Signature of Emiliano Juarez-Trejo

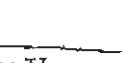
  
Signature of Jairo Perez-Gonzalez

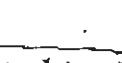
  
Signature of Pedro Martinez-Gonzalez

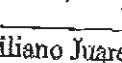
DEFENDANTS:

  
Polter Berry Farm, Inc.

  
Dan L. Polter

  
Carol Polter

  
Steve Polter

  
Anthony Polter

  
Pedro Lopez

Release, that it shall not become effective until 8 days after its execution, and that they may revoke this Settlement Agreement within that 8-day period.

H. The Parties enter into this Settlement Agreement and Release voluntarily with intent to be legally bound.

PLAINTIFFS:

Signature of Aristeo Blas-Lopez

Signature of Antonio De Jesus Chaves-Resendiz

Signature of Paz Vargas-Gonzalez

Signature of Miguel Angel Rojo-Trejo

Signature of Emiliano Juarez-Trejo

Signature of Jairo Perez-Gonzalez

Signature of Pedro Martinez-Gonzalez

DEFENDANTS:

Polter Berry Farm, Inc.

Dan L. Polter

Carol Polter

Steve Polter

Anthony Polter

Pedro Lopez

Release, that it shall not become effective until 8 days after its execution, and that they may revoke this Settlement Agreement within that 8-day period.

H. The Parties enter into this Settlement Agreement and Release voluntarily with intent to be legally bound.

**PLAINTIFFS:**

Signature of Aristeo Blas-Lopez

Signature of Antonio De Jesus Chaves-Resendiz

Signature of Paz Vargas-Gonzalez

Signature of Miguel Angel Rojo-Trejo

Signature of Emiliano Juarez-Trejo

Signature of Jairo Perez-Gonzalez

Signature of Pedro Martinez-Gonzalez

**DEFENDANTS:**

Polter Berry Farm Inc.  
By Anthony Polter (Member)  
Polter Berry Farm, Inc.

Dan L. Polter

Dan L. Polter

Carol Polter

Carol Polter

Steve B. Polter

Steve Polter

Anthony Polter

Anthony Polter

Pedro Lopez

Release, that it shall not become effective until 8 days after its execution, and that they may revoke this Settlement Agreement within that 8-day period.

H. The Parties enter into this Settlement Agreement and Release voluntarily with intent to be legally bound.

**PLAINTIFFS:**

Signature of Aristeo Blas-Lopez

Signature of Antonio De Jesus Chaves-Resendiz

Signature of Paz Vargas-Gonzalez

Signature of Miguel Angel Rojo-Trejo

Signature of Emiliano Juarez-Trejo

Signature of Jairo Perez-Gonzalez

Signature of Pedro Martinez-Gonzalez

**DEFENDANTS:**

Polter Berry Farm, Inc.

Dan L. Polter

Carol Polter

Steve Polter

Anthony Polter

Pedro Lopez